

This instrument was prepared by:  
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After recording return to:  
Record & Return to:  
LandAmerica-Patsy Corkum  
8928 Brittany Way  
Tampa, FL 33619  
File# 22F06000136

ATA

This Warranty Deed Made and executed the 15<sup>th</sup> day of October A.D. 2006 by  
**TOYS "R" US - DELAWARE, INC., A DELAWARE CORPORATION, successor in interest by name change to Toys "R" Us, Inc.,**  
*existing under the laws of Delaware and having its principal place of business at One Geoffrey Way, Wayne, New Jersey 07470*  
*hereinafter called the grantor, to*  
**VNO TRU University Drive LLC, A DELAWARE LIMITED LIABILITY COMPANY**  
*a corporation existing under the laws of the State of Delaware, with its address at 888 Seventh Avenue, 44<sup>th</sup> Floor, New York, New York 10019*  
*hereinafter called the grantee:*  
  
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth:** That the said grantor, for and in consideration of the sum of **\$10.00** and other valuable considerations, receipt whereof is hereby acknowledged, TOYS "R" US - DELAWARE, INC., by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee that certain land situate in

Broward County, State of Florida, viz:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same together in fee simple forever.**  
*Subject to permitted encumbrances, including but not limited to, current taxes and other assessments, easements, covenants, conditions, restrictions, agreements, rights of way, and all other matters of record as referenced herein on Exhibit "B" and restrictive covenants as referenced herein on Exhibit "C," both being attached hereto and made a part hereof, without intending to reassert the same.*  
**In Witness Whereof** the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Witness: [Signature]  
Zachary Silverman  
Witness: [Signature]  
Edward Fierro

Grantor:  
TOYS "R" US - DELAWARE, INC.  
  
BY: [Signature] (SEAL)  
Michael L. Tumolo, as Vice President - Real Estate Counsel

STATE OF New Jersey  
COUNTY OF Morris



I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MICHAEL L. TUMOLO known to me to be the VICE PRESIDENT - REAL ESTATE COUNSEL respectively of TOYS "R" US - DELAWARE, INC., the corporation in whose name the foregoing instrument was executed, and that he severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form of identification of the above-named person Drivers License and that an oath (was) (was not) taken.

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of October, A.D. 20 06  
Maureen J. Dennis

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	_____ Notary Signature
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EXHIBIT "A"

LEGAL DESCRIPTION

8711

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**PARCEL 1 (Fee Parcel)**

A portion of Parcel "F", OAK WOOD, according to the Plat thereof, recorded in Plat Book 80, at Page 39, of the Public Records of Broward County, Florida, described as follows:

Commencing at the intersection of the center line of West Atlantic Boulevard as described in Official Records Book 4947, at Page 723, of said Public Records, with the center line of University Drive as described in Official Records Book 4741, at Page 623, of said Public Records; thence South 13° 22' 08" West along said center line of University Drive, a distance of 110.00 feet; thence North 76° 37' 52" West, a distance of 60.00 feet to the Point of Beginning on the Easterly line of said Parcel "F"; thence South 13° 22' 08" West, along said Easterly line, a distance of 191.02 feet to that portion of said Parcel "F" described in Official Records Book 10728, at Page 925, of said Public Records; thence South 17° 51' 46" West, along the Westerly line of said portion, a distance of 100.70 feet to a point on a curve concave to the East, having a radius of 2378.26 feet and to said point a radial line bears North 79° 02' 40" West; thence Southerly along said curve on said Westerly line, through a central angle of 01° 48' 29", a distance of 75.04 feet to a line parallel with and 438.00 feet Northerly from the Southerly line of said Parcel "F"; thence South 87° 33' 18.5" West along said parallel line, a distance of 298.13 feet; thence South 02° 26' 41.5" East, a distance of 155.00 feet to a Northerly line of that Ingress and Egress Easement described in Official Records Book 7727, at Page 706, of said Public Records, said Northerly line being parallel with and 283.00 feet Northerly from said Southerly line of Parcel "F"; thence South 87° 33' 18.5" West, along said Northerly line, a distance of 97.66 feet to the beginning of a curve concave to the Northeast, having a radius of 37.00 feet and a central angle of 90° 00' 00"; thence Westerly, Northwesterly, and Northerly along said curve, a distance of 58.12 feet to the point of tangency on an Easterly line of said Ingress and Egress Easement; thence North 02° 26' 41.5" West along said Easterly line, a distance of 416.50 feet to a line parallel with and 736.50 feet Northerly from said Southerly line of Parcel "F"; thence North 87° 33' 18.5" East along said parallel line, a distance of 220.00 feet; thence North 02° 26' 41.5" West, a distance of 179.13 feet to the Southerly line of that portion of said Parcel "F" described in Official Records Book 10728, at Page 923, of said Public Records; thence South 77° 41' 11" East along said Southerly line, a distance of 69.06 feet to a point on a curve concave to the South, having a radius of 2228.00 feet and a radial line to said point bears North 11° 16' 19" East; thence Easterly along said curve on said Southerly line, through a central angle of 02° 05' 57", a distance of 81.63 feet to the point of tangency; thence South 76° 37' 44" East along said Southerly line, a distance of 149.78 feet; thence South 31° 37' 49" East along said Southerly line, a distance of 53.74 feet to the Point of Beginning.

Said land being in Broward County, Florida.

**PARCEL 2 (Easement Parcel)**

Non-exclusive easement for ingress and egress and drainage as set forth in that certain Grant of Easement recorded in Official Records Book 14610, Page 805, over, across and upon the real property therein described.

**PARCEL 3 (Easement Parcel)**

Non-exclusive easements for ingress and egress and other purposes as set forth in that certain Cross Easement Agreement recorded in Official Records Book 14610, Page 782, over, across and upon the real property therein described.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

Subject to matters of record and rights of tenants in possession.

EXHIBIT "C"  
RESTRICTIVE COVENANTS

Restrictive Covenant

Neither the property conveyed, nor any portion thereof, shall be used primarily as either:

- (i) a modern toy store, or
  - (ii) a modern babies', infants', juvenile's or children's specialty store,
- from the date of this instrument through the Termination Date (as defined herein).

On the Termination Date for each of (i) and (ii), the effected clause shall expire and be null and void.

The Termination Date shall mean the earliest of:

(a) January 31, 2032,

(b) (A) for the restriction in clause (i) on the date on which if Seller and/or its parent or any affiliate, subsidiary, related entity, mortgagee or successor-in-interest by merger or consolidation is no longer engaged in the retail business of operating modern toy stores in the Area of Dominant Influence (as such term is commonly used in the retail industry) where the restricted property is located, and (B) for the restriction in clause (ii) on the date on which if Seller and/or its parent or any affiliate, subsidiary, related entity, mortgagee or successor-in-interest by merger or consolidation is no longer engaged in the retail business of operating modern baby specialty stores in the Area of Dominant Influence where the restricted property is located; and

(c) the foreclosure or transfer in lieu of foreclosure of the interest in the Property being conveyed by this instrument by a mortgagee or holder of a deed of trust secured by such interest.

Notwithstanding anything to the contrary contained herein, if any tenant leasing any portion of the restricted property has the right, on the date of this instrument, to engage in the restricted uses, the exercise of such rights, as they exist on the date of this instrument, by such tenant shall not be a violation of this restrictive covenant.